

1 BILL NO. S-86-05-49 (as amended)

2 SPECIAL ORDINANCE NO. S- 268

3  
4 AN ORDINANCE to provide for Collective  
5 Bargaining with respect to employees of  
6 the City of Fort Wayne, Indiana.

7 WHEREAS, the City has previously committed itself to  
8 Collective Bargaining with its employees as so stated in a prior  
9 ordinance cited now as Section 20-16(d) of the Municipal Code  
10 of the City of Fort Wayne, Indiana. This provision of the  
11 Municipal Code applies to all City employees and provides as  
12 follows:

13 "It is the policy of the City of Fort Wayne,  
14 Indiana to ensure meaningful and conscientious  
15 Collective Bargaining which results in fair and  
16 equitable wages for all employees of the City."

17 WHEREAS, such commitment to Collective Bargaining is  
18 further evidenced by the fact that the city recognizes and has  
19 had labor agreements with nine different labor organizations,  
20 three of which operate in the Public Safety sector and six unions  
21 which operate in the non-safety sector, those unions being:  
22 Firemen and Oilers; International Association of Machinists and  
23 Aerospace Workers; International Brotherhood of Electrical Workers;  
24 International Union of Operating Engineers; Teamsters Local of  
25 IB of TCW&H; and Office and Professional Employees International  
26 Union; and

27 WHEREAS, each such labor organization, as herein  
28 referred to, has or has had a signed labor agreement with the  
29 City which provides for: A defined Bargaining Unit of representa-  
30 tion; Grievance and Negotiation procedures; and all other  
31 Bargainable matters with respect to terms and conditions of those  
32 employees represented by each labor organization; and



1           WHEREAS, the City has and continues to Bargain  
2 Collectively with each such labor organization with respect to  
3 terms and conditions of employment, including wages, regarding  
4 the employees that each such labor organization represents; and

5           WHEREAS, each labor agreement as executed by and between  
6 the City and each respective labor organization provides for  
7 mutually agreed upon administrative steps to settle disputes  
8 as to contractual interpretations, these administrative steps  
9 including the right to arbitration over contractual disputes; and

10          WHEREAS, State Law requires that wages for all City  
11 employees be ultimately approved by the Common Council; and

12          WHEREAS, each such Labor Agreement requires good faith  
13 bargaining and negotiations with respect to the establishment  
14 of terms and conditions of employment including wages; and

15          WHEREAS, the City and the Common Council are desirous  
16 of reconfirming and codifying the City's commitment to Collective  
17 Bargaining and negotiation with its employees in a fashion that is  
18 fiscally responsible, reasonable, fair and equitable to the public  
19 and the employees of this City.

20          NOW, THEREFOR, BE IT ORDAINED BY THE COMMON COUNCIL OF  
21 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

22           SECTION 1. Reference. This Ordinance may be cited  
23 and referred to as the City Employees's Collective Bargaining  
24 Ordinance.

25           SECTION 2. Policy. It is hereby declared to be the  
26 public policy of the City of Fort Wayne, Indiana:

27           A. That the City should recognize each labor organization  
28 as selected by the majority of employees in an  
29 appropriate unit, and that such organization should  
30 have the right to bargain collectively in their  
31 respective member's behalf.

32           B. That a reasonable, fair and equitable method of  
settling disputes between City employees and the  
City of Fort Wayne, Indiana should be established  
in the public interest.

SECTION 3. Application. This Ordinance shall apply to  
all non-confidential, non-supervisory, and non-exempt positions  
of the City and its Utilities (other than public safety employees  
of the City) who are presently represented by labor organizations  
or who subsequently desire to be so represented. For purposes  
hereof "public safety" employees shall be police and fire  
employees who are covered by separate local legislation.



1 SECTION 4. Definitions. As used in this Ordinance,  
2 the following terms shall have the following meanings, unless  
3 the context requires a different interpretation:

- 4 A. The term "City" shall mean the City of Fort Wayne,  
5 Indiana and those officially designated person(s)  
6 by the Mayor, who shall act on behalf of the City  
7 on all factors.
- 8 B. The term "Factors" shall mean wages, hours of  
9 employment, fringe benefits and working conditions.
- 10 C. The term "Exclusive Representative" shall mean the  
11 labor organization selected by the majority of  
12 employees in an appropriate unit to represent them  
13 as to wages, hours of employment, fringe benefits  
14 and working conditions.

15 SECTION 5. Rights of Employees. City employees shall  
16 have the right to form, join, or assist employee organizations, to  
17 participate in Collective Bargaining with the City through  
18 representatives of their own choosing and to engage in all other  
19 legal activities, individually or in concert, for the purpose of  
20 establishing, maintaining, or improving terms and conditions of  
21 employment, or other factors. The representative labor organizations  
22 shall be selected by the majority of employees in an appropriate  
23 unit. The unit shall be recognized as the exclusive representative,  
24 unless and until such recognition is withdrawn by a vote of majority  
25 of employees in the unit. All elections shall be by secret ballot.  
26 Further, no City employee shall, as a condition of employment  
27 be required to become a member of his or her appropriate bargaining  
28 unit. However, in lieu of such membership, said employee shall  
29 pay to the respective bargaining unit a representation fee as  
30 determined by each Collective Bargaining Agreement.

31 SECTION 6. Payroll Deduction of Employees' Organization  
32 Fees. The City shall, upon written receipt of the authorization  
of a City employee, deduct from the pay of that employee any fee  
designated or certified by the appropriate officer of an employees'  
organization, and shall remit those fees to the employee's  
organization.

SECTION 7. Unfair Labor Practices.

- 33 A. It shall be an Unfair Labor Practice for the City to:
- 34 (1) Interfere with, restrain, or coerce employees in  
35 the exercise of the rights guaranteed in this  
36 Ordinance;
- 37 (2) Dominate, interfere with, or assist in the  
38 formation or administration of any employees'  
39 organization or contribute financial or other  
40 support to it;
- 41 (3) Discriminate in regard to hiring or conditions  
42 of employment, to encourage or discourage  
membership in any employees' organization;
- 43 (4) Discharge or otherwise discriminate against  
44 an employee because he has filed a complaint,  
45 affidavit, petition or given any information  
46 or testimony for the purpose of Collective  
47 Bargaining or of the adjustment of grievances;

or its agents



- (5) Refuse to Bargain Collectively in good faith with an exclusive representative;
- (6) Breach a Collective Bargaining Agreement;
- (7) Fail or refuse to comply with any provision of this Ordinance.

B. It shall be an Unfair Labor Practice for any Bargaining Unit, or its agents, or any City Employee to:

- (1) Interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in this Ordinance;
- (2) Restrain, coerce, or otherwise interfere with City employees in their selection of agents to represent them in Collective Bargaining negotiations or the settlement of grievances;
- (3) Cause or attempt to cause the City to discriminate against an employee;
- (4) Discriminate against any public employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;
- (5) Refuse to bargain collectively in good faith with an employer, provided it is the exclusive representative;
- (6) Breach a Collective Bargaining Agreement;
- (7) Fail or refuse to comply with any provision of this Ordinance.

C. The following procedures, rights and remedies shall apply to Unfair Labor Practices:

- (1) If either the City or a bargaining unit feels the other has committed an Unfair Labor Practice as herein provided, they shall follow the terms and conditions of their labor agreements, if any, with respect to allegations of Unfair Labor Practices. Any allegation of an Unfair Labor Practice shall be made in writing and delivered to the respective party. Upon delivery of any such written allegations, and to ensure effective resolution of those allegations, the following negotiation procedure shall be utilized:
  - (A) To initially commence an Unfair Labor Practice Negotiation, the parties shall follow the terms and conditions of their labor agreement, if any, with respect to notifications regarding the intent and desire to negotiate allegations of Unfair Labor Practices. The parties shall meet and negotiate in good faith at all negotiation meetings required under such labor agreement. This requirement to initially meet and negotiate shall include



1 three (3) mandatory Unfair Labor Practice  
2 Negotiation sessions to take place within  
3 thirty (30) calendar days after written alle-  
gation of Unfair Labor Practice has been  
received;

4 (B) If after exhaustion of Step (A) above, the  
5 parties have not reached an agreement as to  
6 the resolution of the allegation of Unfair  
7 Labor Practices on the part of the other, the  
8 parties will still be obligated to meet and  
9 negotiate in good faith. In that regard, the  
10 parties shall be required to have at least  
two (2) additional Unfair Labor Practice  
Negotiation sessions within a fourteen (14)  
calendar day period after the ending of the  
thirty (30) day period referenced in sub-  
paragraph (A) above;

11 (C) If an impasse still exists after Steps  
12 (A) and (B) above, the parties shall continue  
13 to confer and meet for purposes of resolving  
14 allegations of Unfair Labor Practices, and the  
parties shall utilize a three (3) member panel  
mediation committee. The three (3) member  
panel shall be appointed as follows:

15 A representative designated by the mayor, such  
16 representative not previously involved in the  
Collective Bargaining process with the City  
and the Union in question;

17 A representative designated by the Union, such  
18 representative not previously involved in the  
Collective Bargaining process with the City and  
19 the Union in question;

20 And a mediator from the Federal Mediation and  
Conciliation Service.

21 Members of the panel shall serve without compen-  
22 sation. The three (3) member panel shall per-  
23 form mediation functions between the parties  
24 and shall be utilized to define the differ-  
25 ences between the parties; their respective  
positions; and to evaluate each such position  
and make recommendations as to a fair and just  
settlement.

26 The three (3) member panel shall have the right  
27 to meet with either side alone or with both  
28 sides and further require meetings between  
the parties for purposes of resolving alle-  
gations of Unfair Labor Practices. Such  
mediation process under this subparagraph (C)  
shall occur for a period of thirty (30) calen-  
dar days.

30 The time limits, and other requirements as  
31 referenced in subparagraphs (A), (B), and (C)  
32 may be altered or changed by mutual agreement  
of the City and the appropriate bargaining  
unit.



- 1 (2) After completion of Steps (A), (B), and (C)  
2 as set out above, and allegations of Unfair  
3 Labor Practices are yet unresolved, both  
4 parties are urged to continue negotiations in  
5 hopes of reaching a settlement. Unless time  
6 limits are mutually extended by the parties  
7 as contained in this section, each shall have  
8 the following rights:
- 9 (3) If after, the exhaustion of Steps (A), (B),  
10 and (C) above, either the City or the  
11 bargaining unit still contends that the other  
12 party has committed an Unfair Labor Practice,  
13 the City shall have the right to terminate  
14 the existing labor agreement, and the bargain-  
15 ing unit shall have the right to engage in an  
16 Unfair Labor Practice Strike. Such strike  
17 must be duly sanctioned by the bargaining unit  
18 and any and all such picketing associated with  
19 the strike shall be off work premises. The  
20 right to such strike shall not include a right  
21 to a slow down at work, but rather an Unfair  
22 Labor Practice Striker shall be required to  
23 leave work. Appropriate rules governing  
24 strikes and picketing with respect to peace-  
25 fulness and access to City property and private  
26 property shall be observed. Unfair Labor  
27 Strikers can neither be discharged nor per-  
28 manently replaced, absent serious misconduct  
29 on their part. Unfair Labor Strikers shall be  
30 entitled to have their jobs back even if  
31 employees hired to their work have to be dis-  
32 charged; provided the City is found by an  
arbitrator to have been guilty of an Unfair  
Labor Practice.
- (4) The matter of an allegation of an Unfair Labor  
Practice as herein provided shall be submitted  
by the charging party to an arbitrator as  
provided by the Federal Mediation and Con-  
ciliation Services. Upon submission of a  
charge by one party that an Unfair Labor  
Practice has occurred, the other party shall  
immediately and fully cooperate in selecting  
an arbitrator as soon as possible.
- (5) The arbitrator shall have the right to de-  
termine whether or not an Unfair Labor Practice  
has occurred, and if so found, the arbitrator  
shall have the ability to select the ap-  
propriate remedy, including, but not limited  
to, the issuance of a cease and desist order,  
back pay, reinstatement and/or damages. In  
the event an arbitrator finds that an Unfair  
Labor Practice has occurred, the guilty party  
shall be required to pay all costs of arbi-  
tration, which shall be defined as arbi-  
trator's fees (if any); court reporter fees;  
and any facilities rental if not arbitrated  
on City premises. On the other hand, if no  
such charge is found by the arbitrator, the  
charging party shall so be responsible for  
paying such costs.



1 (6) The finding of an Unfair Labor Practice on the  
2 part of the City by an arbitrator shall end  
3 an Unfair Labor Practice Strike and shall  
4 entitle Unfair Labor Strikers to their jobs  
5 back as set out above. The finding of an  
6 Unfair Labor Practice on the part of the bar-  
7 gaining unit shall confirm the termination of  
8 the labor agreement by the City. The finding  
9 of no Unfair Labor Practice on the part of the  
10 City shall immediately end the Unfair Labor  
11 Practice Strike and the right of all Unfair  
12 Labor practice strikers to have their jobs  
13 back as herein provided shall be forfeited.  
14 The findings of no Unfair Labor Practice on the  
15 part of the bargaining unit shall require the  
16 City to reinstate the labor agreement pre-  
17 viously terminated.

18 (7) Either party shall have the right to forego  
19 its rights under paragraph 3, and immediately  
20 submit a charge of Unfair Labor Practice to  
21 an arbitrator as herein provided. Either party  
22 shall have a period of six (6) months from the  
23 date of an occurrence to exercise its rights  
24 under this section. If such rights are not  
25 exercised within six (6) months, the charging  
26 party shall be barred from exercising those  
27 rights at a later date. In the event, how-  
28 ever, either party does exercise its rights  
29 under paragraph 3 above, the ultimate question  
30 of whether there has been an Unfair Labor  
31 Practice shall be submitted to an arbitrator  
32 as provided herein at such time as those  
rights to an Unfair Labor Strike by the bar-  
gaining unit or to terminate the labor agree-  
ment by the City are exercised.

SECTION 8. Duties and Negotiation Process. It shall  
be the obligation of the City and the applicable Bargaining Units  
to meet and bargain in good faith for Collective Bargaining pur-  
poses. The obligation to bargain in good faith shall include  
the duty to cause any agreement, resulting from such negotiations,  
to be reduced to writing. A contract may also contain a grievance  
procedure culminating in final and binding arbitration on unre-  
solved grievances, but such binding arbitration shall have no  
power to amend, add to, subtract from or supplement provisions  
of the contract; provided, however, that the term of any such  
contract in writing shall not exceed three (3) years. The person(s)  
designated by the Mayor to represent the City are hereby authorized  
to conduct all negotiations. Persons so designated shall not be  
elected government officials. The Mayor shall keep the Common  
Council informed at regular intervals of the progress of negotia-  
tions. To ensure effective Collective Bargaining, as much as is  
possible, and to further expedite the Collective Bargaining process  
the following negotiation procedure shall be utilized:

(A) To initially commence Collective Bargaining the  
parties shall follow the terms and conditions of their  
labor agreement with respect to notifications regarding  
the intent and desire to negotiate. The parties shall  
attend and Collectively Bargain in good faith at all  
negotiation meetings that may be required under each  
such Collective Bargaining Agreement. This requirement



1 to initially meet and negotiate shall include three (3)  
2 mandatory Collective Bargaining sessions between the  
3 parties, such meetings all to take place within thirty  
4 (30) calendar days after initial notification as pro-  
vided by one party to the other concerning the commence-  
ment of Collective Bargaining;

5 (B) If after exhaustion of Step (A) above, the parties  
6 have not reached an agreement, the parties will still  
7 be obligated to bargain in good faith. In that regard  
8 the parties shall be required to have at least two (2)  
9 bargaining sessions within a fourteen (14) calendar day  
10 period after the ending of the thirty (30) day period  
11 referenced in subparagraph (A) above;

12 (C) If impasse still exists after Steps (A) and (B)  
13 above, then the parties shall continue to confer and  
14 meet for the purposes of Collective Bargaining and the  
15 parties shall utilize a three (3) member panel mediation  
16 committee. The three (3) member panel shall be ap-  
17 pointed as follows:

18 A representative designated by the mayor, such repre-  
19 sentative not previously involved in the Collective  
20 Bargaining process with the City and the Union in  
21 question;

22 A representative designated by the union, such repre-  
23 sentative not previously involved in the Collective  
24 Bargaining process with the City and the Union in  
25 question;

26 And a mediator from the Federal Mediation and Concilia-  
27 tion Service.

28 Members of the panel shall serve without compensation.  
29 The three (3) member panel shall perform mediation  
30 functions between the parties and shall be utilized to  
31 define the differences between the parties; their re-  
32 spective positions; and to evaluate each such position  
and make recommendations as to a fair and just settle-  
ment. The matters, among others, to be given weight by  
the mediation panel in arriving at a decision shall  
include:

- 33 (1) Comparison of factors in respect to City Depart-  
34 ments with similar and like factors prevailing in  
35 other Second Class cities in Indiana;
- 36 (2) The interest and welfare of the public;
- 37 (3) Comparison of peculiarities of employment in regard  
38 to other trades or professions, in particular:
  - 39 (a) Hazards of employment
  - 40 (b) Physical qualifications
  - 41 (c) Educational qualifications
  - 42 (d) Mental qualifications
  - 43 (e) Job training and skills
- 44 (4) Such other matters as the mediation panel may deem  
45 pertinent or relevant.



1 The three (3) member panel shall have the right to meet with  
2 either side alone or with both sides and further require meetings  
3 between the parties for purposes of Collective Bargaining. Such  
mediation process under this subparagraph (C) shall occur for  
a period of thirty (30) calendar days.

4 The time limits and other requirements as referenced in subpara-  
5 graphs (A), (B) and (C) may be altered or changed by mutual  
6 agreement of the City and the appropriate Labor Organization.  
7 The requirements to bargain and negotiate as herein referenced  
in this Section 8 shall not impose upon either side the duty  
to bargain over issues that are part and parcel of a Collective  
Bargaining Agreement that have not expired.

8 In addition, during Steps (A), (B) and (C) both parties shall  
9 adhere to the terms and conditions of the Collective Bargaining  
10 Agreement even though same may have expired on its face. That  
11 is, such agreement shall be deemed to be in full force and effect  
12 during Steps (A), (B) and (C) and the City shall not have the  
right to terminate the agreement during such period nor the  
right to unilaterally change the terms and conditions thereof  
including the payment of wages. Likewise, the Union shall be  
obligated to follow the terms and conditions of the appropriate  
Collective Bargaining Agreement during such Steps.

13 SECTION 9. Economic Recourse. After completion of  
14 Steps (A), (B) and (C), as contained in Section 8 above and  
15 an impasse still exists, both parties are urged to continue  
16 Collective Bargaining in hopes of reaching a settlement. Unless  
17 time limits are mutually extended by the parties, each party  
18 shall have rights as contained in this Section 9. Either party  
19 shall have the right to terminate the Collective Bargaining  
20 Agreement by serving written notice upon the other with a copy  
21 of same being given to the three (3) member panel. Such notice  
22 shall indicate that the notifying party is desirous of terminating  
23 the labor agreement, specifying in the notice the date upon  
24 which termination shall occur, such date being no less than  
25 seven (7) days from date of giving notice. During this seven  
26 (7) day period, the parties shall meet and confer. In addition,  
27 the three (3) member panel shall have the right within such  
28 seven (7) day period or other longer notice period, if so provided,  
29 to require the parties to meet and negotiate one (1) additional  
30 time within the notice period. Upon the lapsing of the notice  
31 period the Union may resort to appropriate economic recourse  
32 including but not limited to the right to strike. Such strike  
must be duly sanctioned by the labor organization and any and  
all such picketing associated with the strike shall be off work  
premises. The right to strike shall not include a right to  
a slow down at work, but rather a striking employee shall be  
required to leave work. Appropriate rules governing strikes  
and picketing with respect to peacefulness; access to City proper-  
ty; and private property shall be observed. In the event a  
labor organization is terminated as herein provided, the City  
shall no longer, at its option, be bound by the labor agreement.

33 The City employees shall have the right to engage in the right  
34 to strike. If the object of a strike is to obtain from the  
35 City some economic concession, such as higher wages, shorter  
36 hours, or better conditions of employment, the strike shall  
37 be called an Economic Strike. They retain their status as em-  
38 ployees and cannot be discharged, but they can be replaced by  
39 the City. If the City has hired bona fide permanent replacements  
40 who are filling the jobs of the economic strikers when the strikers



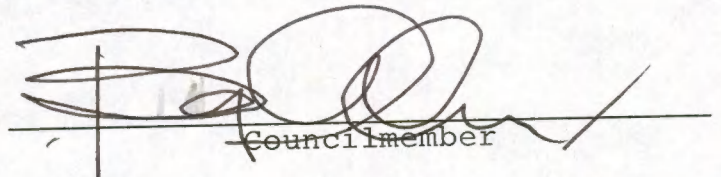
1 apply unconditionally to go back to work, the strikers are not  
2 entitled to reinstatement at that time. However, if the strikers  
3 do not obtain regular and substantially equivalent employment,  
4 they are entitled to be recalled to jobs for which they are  
5 qualified when openings in such jobs occur if they, or their  
6 bargaining representative, have made an unconditional request  
7 for their reinstatement. If an offer to return has been rejected,  
8 the workers lose their entitlement to be subsequently recalled  
9 to jobs for which they are qualified.

10 If a Mediator or Judge finds that Economic Strikers or Unfair  
11 Labor Practice Strikers who have made an unconditional request  
12 for reinstatement have been unlawfully denied reinstatement  
13 by the City, the Mediator or Judge may award such strikers backpay  
14 starting at the time they should have been reinstated.

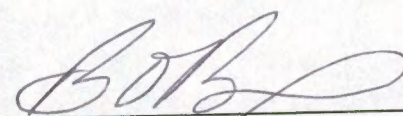
15 SECTION 10. Severability. If any term or provision  
16 of this Ordinance is deemed to be unenforceable, illegal or  
17 unconstitutional or otherwise invalid as so deemed by a Court  
18 of competent jurisdiction, then the remaining provisions of  
19 this Ordinance shall not be affected thereby.

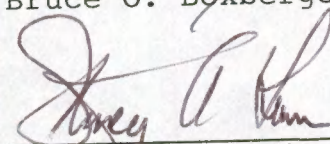
20 SECTION 11. Common Council Approval. Notwithstanding  
21 anything herein to the contrary, all decisions in regards to  
22 annual pay and monetary fringe benefits shall be subject to  
23 approval by the Common Council, in accordance with Budgetary  
24 Guidelines, as provided by I.C. 36-4-7-3.

25 SECTION 12. Effective Date. This Ordinance shall  
26 be in full force and effect commencing September 1, 1986, assuming  
27 same has been passed by the Common Council and duly approved  
28 by the Mayor; provided, however, that this Ordinance shall apply  
29 only to those bargaining units who have signed contracts with  
30 the City by that date. Once a bargaining unit has signed a  
31 contract, it is covered by this Ordinance.

32  
  
Councilmember

APPROVED AS TO FORM AND LEGALITY

  
Bruce O. Boxberger, City Attorney

  
Stanley A. Levine, Attorney for Common Council



Read the first time in full and on motion by E. Stier,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee Regulations (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 5-27-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>1</u>	<u>8</u>	_____	_____	_____
<u>BRADBURY</u>	_____	<u>✓</u>	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	_____	<u>✓</u>	_____	_____	_____
<u>GiaQUINTA</u>	_____	<u>✓</u>	_____	_____	_____
<u>HENRY</u>	_____	<u>✓</u>	_____	_____	_____
<u>REDD</u>	_____	<u>✓</u>	_____	_____	_____
<u>SCHMIDT</u>	_____	<u>✓</u>	_____	_____	_____
<u>STIER</u>	_____	<u>✓</u>	_____	_____	_____
<u>TALARICO</u>	_____	<u>✓</u>	_____	_____	_____

DATE: 6-24-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

ATTEST:

(SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

WIN MOSES, JR., MAYOR



[illegible]

SPECIAL ORDINANCE NO. S-\_\_\_\_\_

AN ORDINANCE to provide for Collective Bargaining with respect to employees of the City of Fort Wayne, Indiana.

WHEREAS, the City has previously committed itself to Collective Bargaining with its employees as so stated in a prior ordinance cited now as Section 20-16(d) of the Municipal Code of the City of Fort Wayne, Indiana. This provision of the Municipal Code applies to all City employees and provides as follows:

"It is the policy of the City of Fort Wayne, Indiana to ensure meaningful and conscientious Collective Bargaining which results in fair and equitable wages for all employees of the City."

WHEREAS, such commitment to Collective Bargaining is further evidenced by the fact that the city recognizes and has had labor agreements with nine different labor organizations, three of which operate in the Public Safety sector and six unions which operate in the non-safety sector, those unions being: Firemen and Oilers; International Association of Machinists and Aerospace Workers; International Brotherhood of Electrical Workers; International Union of Operating Engineers; Teamsters Local of 107; and Office and Professional Employees International Union; and

WHEREAS, each such labor organization, as herein referred to, has or has had a signed labor agreement with the City which provides for: A defined Bargaining Unit of representation; Grievance and Negotiation procedures; and all other Bargainable matters with respect to terms and conditions of those employees represented by each labor organization; and



1 WHEREAS, the City has and continues to Bargain  
2 Collectively with each such labor organization with respect to  
3 terms and conditions of employment, including wages, regarding  
4 the employees that each such labor organization represents; and

5 WHEREAS, each labor agreement as executed by and between  
6 the City and each respective labor organization provides for  
7 mutually agreed upon administrative steps to settle disputes  
8 as to contractual interpretations, these administrative steps  
9 including the right to arbitration over contractual disputes; and

10 WHEREAS, State Law requires that wages for all City  
11 employees be ultimately approved by the Common Council; and

12 WHEREAS, each such Labor Agreement requires good faith  
13 bargaining and negotiations with respect to the establishment  
14 of terms and conditions of employment including wages; and

15 WHEREAS, the City and the Common Council are desirous  
16 of reconfirming and codifying the City's commitment to Collective  
17 Bargaining and negotiation with its employees in a fashion that is  
18 fiscally responsible, reasonable, fair and equitable to the public  
19 and the employees of this City.

20 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF  
21 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

22 SECTION 1. Reference. This Ordinance may be cited  
23 and referred to as the City Employees' Collective Bargaining  
Ordinance.

24 SECTION 2. Policy. It is hereby declared to be the  
public policy of the City of Fort Wayne, Indiana:

25 A. That the City should recognize each labor organization  
26 as selected by the majority of employees in an  
27 appropriate unit, and that such organization should  
have the right to bargain collectively in their  
respective member's behalf.

28 B. That a reasonable, fair and equitable method of  
29 settling disputes between City employees and the  
City of Fort Wayne, Indiana should be established  
in the public interest.

30 SECTION 3. Application. This Ordinance shall apply to  
31 all non-confidential, non-supervisory, and non-exempt positions  
of the City and its Utilities (other than public safety employees  
32 of the City) who are presently represented by labor organizations  
or who subsequently desire to be so represented. For purposes  
hereof "public safety" employees shall be \*police and \*fire  
employees who are covered by separate local legislation.

\* Commissioned



SECTION 4. Definitions. As used in this Ordinance, the following terms shall have the following meanings, unless the context requires a different interpretation:

- A. The term "City" shall mean the City of Fort Wayne, Indiana and those officially designated person(s) by the Mayor, who shall act on behalf of the City on all factors.
- B. The term "Factors" shall mean wages, hours of employment, fringe benefits and working conditions.
- C. The term "Exclusive Representative" shall mean the labor organization selected by the majority of employees in an appropriate unit to represent them as to wages, hours of employment, fringe benefits and working conditions.

SECTION 5. Rights of Employees. City employees shall have the right to form, join, or assist employee organizations, to participate in Collective Bargaining with the City through representatives of their own choosing and to engage in all other legal activities, individually or in concert, for the purpose of establishing, maintaining, or improving terms and conditions of employment, or other factors. The representative labor organization shall be selected by the majority of employees in an appropriate unit. The unit shall be recognized as the exclusive representative unless and until such recognition is withdrawn by a vote of majority of employees in the unit. All elections shall be by secret ballot. Further, no City employee shall, as a condition of employment be required to become a member of his or her appropriate bargaining unit. However, in lieu of such membership, said employee shall pay to the respective bargaining unit a representation fee as determined by each Collective Bargaining Agreement.

SECTION 6. Payroll Deduction of Employees' Organization Fees. The City shall, upon written receipt of the authorization of a City employee, deduct from the pay of that employee any fee designated or certified by the appropriate officer of an employees' organization, and shall remit those fees to the employee's organization.

SECTION 7. Unfair Labor Practices.

A. It shall be an Unfair Labor Practice for the City to:

- (1) Interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in this Ordinance;
- (2) Dominate, interfere with, or assist in the formation or administration of any employees' organization or contribute financial or other support to it;
- (3) Discriminate in regard to hiring or conditions of employment, to encourage or discourage membership in any employees' organization;
- (4) Discharge or otherwise discriminate against an employee because he has filed a complaint, affidavit, petition or given any information or testimony for the purpose of Collective Bargaining or of the adjustment of grievances;



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(5) Refuse to Bargain Collectively in good faith with an exclusive representative;

(6) Breach a Collective Bargaining Agreement;

(7) Fail or refuse to comply with any provision of this Ordinance.

B. It shall be an Unfair Labor Practice for any Bargaining Unit, or its agents, or any City Employee to:

(1) Interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in this Ordinance;

(2) Restrain, coerce, or otherwise interfere with City employees in their selection of agents to represent them in Collective Bargaining negotiations or the settlement of grievances;

(3) Cause or attempt to cause the City to discriminate against an employee;

(4) Discriminate against any public employee whose membership in an employee organization has been denied or terminated for reasons other than failure to pay membership dues;

(5) Refuse to bargain collectively in good faith with an employer, provided it is the exclusive representative;

(6) Breach a Collective Bargaining Agreement;

(7) Fail or refuse to comply with any provision of this Ordinance.

C. The following procedures, rights and remedies shall apply to Unfair Labor Practices:

(1) If either the City or a bargaining unit feels the other has committed an Unfair Labor Practice as herein provided, they shall follow the terms and conditions of their labor agreements, if any, with respect to allegations of Unfair Labor Practices. Any allegation of an Unfair Labor Practice shall be made in writing and delivered to the respective party. Upon delivery of any such written allegations, and to ensure effective resolution of those allegations, the following negotiation procedure shall be utilized:

(A) To initially commence an Unfair Labor Practice Negotiation, the parties shall follow the terms and conditions of their labor agreement, if any, with respect to notifications regarding the intent and desire to negotiate allegations of Unfair Labor Practices. The parties shall meet and negotiate in good faith at all negotiation meetings required under such labor agreement. This requirement to initially meet and negotiate shall include



1 three (3) mandatory Unfair Labor Practice  
2 Negotiation sessions to take place within  
3 thirty (30) calendar days after written alle-  
4 gation of Unfair Labor Practice has been  
5 received;

6 (B) If after exhaustion of Step (A) above, the  
7 parties have not reached an agreement as to  
8 the resolution of the allegation of Unfair  
9 Labor Practices on the part of the other, the  
10 parties will still be obligated to meet and  
11 negotiate in good faith. In that regard, the  
12 parties shall be required to have at least  
13 two (2) additional Unfair Labor Practice  
14 Negotiation sessions within a fourteen (14)  
15 calendar day period after the ending of the  
16 thirty (30) day period referenced in sub-  
17 paragraph (A) above;

18 (C) If an impasse still exists after Steps  
19 (A) and (B) above, the parties shall continue  
20 to confer and meet for purposes of resolving  
21 allegations of Unfair Labor Practices, and the  
22 parties shall utilize a three (3) member panel  
23 mediation committee. The three (3) member  
24 panel shall be appointed as follows:

25 A representative designated by the mayor, such  
26 representative not previously involved in the  
27 Collective Bargaining process with the City  
28 and the Union in question;

29 A representative designated by the Union, such  
30 representative not previously involved in the  
31 Collective Bargaining process with the City and  
32 the Union in question;

And a mediator from the Federal Mediation and  
Conciliation Service.

Members of the panel shall serve without compen-  
sation. The three (3) member panel shall per-  
form mediation functions between the parties  
and shall be utilized to define the differ-  
ences between the parties; their respective  
positions; and to evaluate each such position  
and make recommendations as to a fair and just  
settlement.

The three (3) member panel shall have the right  
to meet with either side alone or with both  
sides and further require meetings between  
the parties for purposes of resolving alle-  
gations of Unfair Labor Practices. Such  
mediation process under this subparagraph (C)  
shall occur for a period of thirty (30) calen-  
dar days.

The time limits, and other requirements as  
referenced in subparagraphs (A), (B), and (C)  
may be altered or changed by mutual agreement  
of the City and the appropriate bargaining  
unit.



1 (2) After completion of Steps (A), (B), and (C)  
2 as set out above, and allegations of Unfair  
3 Labor Practices are yet unresolved, both  
4 parties are urged to continue negotiations in  
5 hopes of reaching a settlement. Unless time  
6 limits are mutually extended by the parties  
7 as contained in this section, each shall have  
8 the following rights:

9 **(3)** After, the exhaustion of Steps (A), (B),  
10 and (C) above, either the City or the  
11 bargaining unit still contends that the other  
12 party has committed an Unfair Labor Practice,  
13 the City shall have the right to terminate  
14 the existing labor agreement, and the bargain-  
15 ing unit shall have the right to engage in an  
16 Unfair Labor Practice Strike. Such strike  
17 must be duly sanctioned by the bargaining unit  
18 and any and all such picketing associated with  
19 the strike shall be off work premises. The  
20 right to such strike shall not include a right  
21 to a slow down at work, but rather an Unfair  
22 Labor Practice Striker shall be required to  
23 leave work. Appropriate rules governing  
24 strikes and picketing with respect to peace-  
25 fulness and access to City property and private  
26 property shall be observed. Unfair Labor  
27 Strikers can neither be discharged nor per-  
28 manently replaced, absent serious misconduct  
29 on their part. Unfair Labor Strikers shall be  
30 entitled to have their jobs back even if  
31 employees hired to their work have to be dis-  
32 charged; provided the City is found by an  
arbitrator to have been guilty of an Unfair  
Labor Practice.

3 **(4)** The matter of an allegation of an Unfair Labor  
Practice as herein provided shall be submitted  
by the charging party to an arbitrator as  
provided by the Federal Mediation and Con-  
ciliation Services. Upon submission of a  
charge by one party that an Unfair Labor  
Practice has occurred, the other party shall  
immediately and fully cooperate in selecting  
an arbitrator as soon as possible.

4 **(5)** The arbitrator shall have the right to de-  
termine whether or not an Unfair Labor Practice  
has occurred, and if so found, the arbitrator  
shall have the ability to select the ap-  
propriate remedy, including, but not limited  
to, the issuance of a cease and desist order,  
back pay, reinstatement and/or damages. In  
the event an arbitrator finds that an Unfair  
Labor Practice has occurred, the guilty party  
shall be required to pay all costs of arbi-  
tration, which shall be defined as arbi-  
trator's fees (if any); court reporter fees;  
and any facilities rental if not arbitrated  
on City premises. On the other hand, if no  
such charge is found by the arbitrator, the  
charging party shall so be responsible for  
paying such costs.



1 (6) The finding of an Unfair Labor Practice on the  
2 part of the City by an arbitrator shall end  
3 an Unfair Labor Practice Strike and shall  
4 entitle Unfair Labor Strikers to their jobs  
5 back as set out above. The finding of an  
6 Unfair Labor Practice on the part of the bar-  
7 gaining unit shall confirm the termination of  
8 the labor agreement by the City. The finding  
9 of no Unfair Labor Practice on the part of the  
10 City shall immediately end the Unfair Labor  
11 Practice Strike and the right of all Unfair  
12 Labor practice strikers to have their jobs  
13 back as herein provided shall be forfeited.  
14 The findings of no Unfair Labor Practice on the  
15 part of the bargaining unit shall require the  
16 City to reinstate the labor agreement pre-  
17 viously terminated.

OT 5 (7) Either party shall have the right to forego  
its rights under paragraph 3, and immediately  
submit a charge of Unfair Labor Practice to  
an arbitrator as herein provided. Either party  
shall have a period of six (6) months from the  
date of an occurrence to exercise its rights  
under this section. If such rights are not  
exercised within six (6) months, the charging  
party shall be barred from exercising those  
rights at a later date. In the event, how-  
ever, either party does exercise its rights  
under paragraph 3 above, the ultimate question  
of whether there has been an Unfair Labor  
Practice shall be submitted to an arbitrator  
as provided herein at such time as those  
rights to an Unfair Labor Strike by the bar-  
gaining unit or to terminate the labor agree-  
ment by the City are exercised.

yes, No  
11/11/11  
OT  
19 SECTION 8.6 Duties and Negotiation Process. It shall  
20 be the obligation of the City and the applicable Bargaining Units  
21 to meet and bargain in good faith for Collective Bargaining pur-  
22 poses. The obligation to bargain in good faith shall include  
23 the duty to cause any agreement, resulting from such negotiations,  
24 to be reduced to writing. A contract may also contain a grievance  
25 procedure culminating in final and binding arbitration on unre-  
26 solved grievances, but such binding arbitration shall have no  
27 power to amend, add to, subtract from or supplement provisions  
28 of the contract; provided, however, that the term of any such  
contract in writing shall not exceed three (3) years. The person(s)  
designated by the Mayor to represent the City are hereby authorized  
to conduct all negotiations. Persons so designated shall not be  
elected government officials. The Mayor shall keep the Common  
Council informed at regular intervals of the progress of negotia-  
tions. To ensure effective Collective Bargaining, as much as is  
possible, and to further expedite the Collective Bargaining process,  
the following negotiation procedure shall be utilized:

29 (A) To initially commence Collective Bargaining the  
30 parties shall follow the terms and conditions of their  
31 labor agreement with respect to notifications regarding  
32 the intent and desire to negotiate. The parties shall  
attend and Collectively Bargain in good faith at all  
negotiation meetings that may be required under each  
such Collective Bargaining Agreement. This requirement



1 to initially meet and negotiate shall include three (3)  
2 mandatory Collective Bargaining sessions between the  
3 parties, such meetings all to take place within thirty  
4 (30) calendar days after initial notification as pro-  
vided by one party to the other concerning the commence-  
ment of Collective Bargaining;

5 (B) If after exhaustion of Step (A) above, the parties  
6 have not reached an agreement, the parties will still  
7 be obligated to bargain in good faith. In that regard  
8 the parties shall be required to have at least two (2)  
9 bargaining sessions within a fourteen (14) calendar day  
10 period after the ending of the thirty (30) day period  
11 referenced in subparagraph (A) above;

12 (C) If impasse still exists after Steps (A) and (B)  
13 above, then the parties shall continue to confer and  
14 meet for the purposes of Collective Bargaining and the  
15 parties shall utilize a three (3) member panel mediation  
16 committee. The three (3) member panel shall be ap-  
17 pointed as follows:

18 A representative designated by the mayor, such repre-  
19 sentative not previously involved in the Collective  
20 Bargaining process with the City and the Union in  
21 question;

22 A representative designated by the union, such repre-  
23 sentative not previously involved in the Collective  
24 Bargaining process with the City and the Union in  
25 question;

26 And a mediator from the Federal Mediation and Concilia-  
27 tion Service.

28 Members of the panel shall serve without compensation.  
29 The three (3) member panel shall perform mediation  
30 functions between the parties and shall be utilized to  
31 define the differences between the parties; their re-  
32 spective positions; and to evaluate each such position  
and make recommendations as to a fair and just settle-  
ment. The matters, among others, to be given weight by  
the mediation panel in arriving at a decision shall  
include:

(1) Comparison of factors in respect to City Depart-  
ments with similar and like factors prevailing in  
other Second Class cities in Indiana;

(2) The interest and welfare of the public;

(3) Comparison of peculiarities of employment in reo-  
to other trades or professions, in particular.

(a) Hazards of employment

(b) Physical qualifications

(c) Educational qualifications

(d) Mental qualifications

(e) Job training and skills

(4) Such other matters as the *mediation panel may deem*  
pertinent or relevant



1 The three (3) member panel shall have the right to meet with  
2 either side alone or with both sides and further require meetings  
3 between the parties for purposes of Collective Bargaining. Such  
mediation process under this subparagraph (C) shall occur for  
a period of thirty (30) calendar days.

4 The time limits and other requirements as referenced in subpara-  
5 graphs (A), (B) and (C) may be altered or changed by mutual  
6 agreement of the City and the appropriate Labor Organization.  
7 The requirements to bargain and negotiate as herein referenced  
in this Section 8 shall not impose upon either side the duty  
to bargain over issues that are part and parcel of a Collective  
Bargaining Agreement that have not expired.

8 In addition, during Steps (A), (B) and (C) both parties shall  
9 adhere to the terms and conditions of the Collective Bargaining  
10 Agreement even though same may have expired on its face. That  
11 is, such agreement shall be deemed to be in full force and effect  
12 during Steps (A), (B) and (C) and the City shall not have the  
right to terminate the agreement during such period nor the  
right to unilaterally change the terms and conditions thereof  
including the payment of wages. Likewise, the Union shall be  
obligated to follow the terms and conditions of the appropriate  
Collective Bargaining Agreement during such Steps.

13 **SECTION 9. Economic Recourse.** After completion of  
14 Steps (A), (B) and (C), as contained in Section 8 above and  
15 an impasse still exists, both parties are urged to continue  
16 Collective Bargaining in hopes of reaching a settlement. Unless  
17 time limits are mutually extended by the parties, each party  
18 shall have rights as contained in this Section 9. Either party  
19 shall have the right to terminate the Collective Bargaining  
20 Agreement by serving written notice upon the other with a copy  
21 of same being given to the three (3) member panel. Such notice  
22 shall indicate that the notifying party is desirous of terminating  
23 the labor agreement, specifying in the notice the date upon  
24 which termination shall occur, such date being no less than  
25 seven (7) days from date of giving notice. During this seven  
26 (7) day period, the parties shall meet and confer. In addition,  
27 the three (3) member panel shall have the right within such  
28 seven (7) day period or other longer notice period, if so provided,  
to require the parties to meet and negotiate one (1) additional  
time within the notice period. Upon the lapsing of the notice  
period the Union may resort to appropriate economic recourse  
including but not limited to the right to strike. Such strike  
must be duly sanctioned by the labor organization and any and  
all such picketing associated with the strike shall be off work  
premises. The right to strike shall not include a right to  
a slow down at work, but rather a striking employee shall be  
required to leave work. Appropriate rules governing strikes  
and picketing with respect to peacefulness; access to City proper-  
ty; and private property shall be observed. In the event a  
labor organization is terminated as herein provided, the City  
shall no longer, at its option, be bound by the labor agreement.

29 The City employees shall have the right to engage in the right  
30 to strike. If the object of a strike is to obtain from the  
31 City some economic concession, such as higher wages, shorter  
32 hours, or better conditions of employment, the strike shall  
be called an Economic Strike. They retain their status as em-  
ployees and cannot be discharged, but they can be replaced by  
the City. If the City has hired bona fide permanent replacements  
who are filling the jobs of the economic strikers when the striker



1 pay unconditional, to go back to work, the strikers are not  
2 entitled to reinstatement at that time. However, if the strikers  
3 do not obtain regular and substantially equivalent employment,  
4 they are entitled to be recalled to jobs for which they are  
5 qualified. If openings in such jobs occur if they, or their  
6 bargaining representatives, have made an unconditional request  
7 for their reinstatement. If an offer to return has been rejected,  
8 they may be subsequently recalled.

9 SECTION 10. Severability. If any term or provision  
10 of this Ordinance is deemed to be unenforceable, illegal or  
11 unconstitutional or otherwise invalid as so deemed by a Court  
12 of competent jurisdiction, then the remaining provisions of  
13 this Ordinance shall not be affected thereby.

14 SECTION 11. Common Council Approval. Notwithstanding  
15 anything herein to the contrary, all decisions in regards to  
16 annual pay and monetary fringe benefits shall be subject to  
17 approval by the Common Council, in accordance with Budgetary  
18 Guidelines, as provided by I.C. 36-4-7-3.

19 SECTION 12. Effective Date. This Ordinance shall  
20 be in full force and effect commencing September 1, 1986, assuming  
21 same has been passed by the Common Council and duly approved  
22 by the Mayor; ~~provided, however, that this Ordinance shall apply~~  
23 ~~only to those bargaining units who have signed contracts with~~  
24 ~~the City by that date. Once a bargaining unit has signed~~  
25 ~~contract, it is covered by this Ordinance.~~

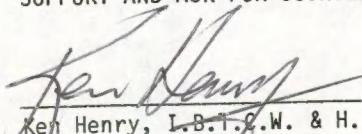
26 \_\_\_\_\_  
27 Councilmember

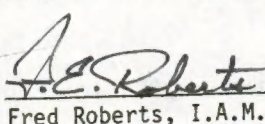
28 APPROVED AS TO FORM AND LEGALITY

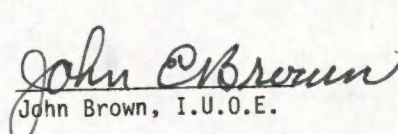
29 \_\_\_\_\_  
30 Bruce O. Boxberger, City Attorney

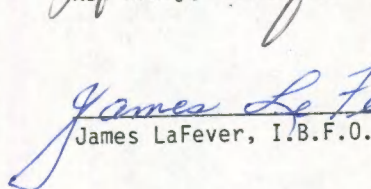
31 \_\_\_\_\_  
32 Stanley A. Levine, Attorney for Common Council

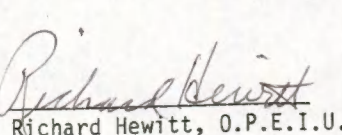
THE UNDERSIGNED AS REPRESENTATIVES OF THE UNIONS NAMED IN THE FIRST PAGE OF THIS ORDINANCE  
SUPPORT AND ASK FOR COUNCIL'S SUPPORT AND PASSAGE WITH THE DELETIONS AND AMENDMENTS AS SHOWN.

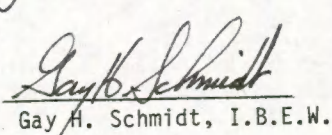
33   
Ken Henry, I.B.T.W. & H.

34   
Fred Roberts, I.A.M.

35   
John Brown, I.U.O.E.

36   
James LaFever, I.B.F.O.

37   
Richard Hewitt, O.P.E.I.U.

38   
Gay H. Schmidt, I.B.E.W.



BILL NO. S-86-05-49 *as amended*

REPORT OF THE COMMITTEE ON Committee of the whole  
REGULATIONS

WE, YOUR COMMITTEE ON Committee of the whole  
REGULATIONS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) XXXXXXXXXX to provide for Collective  
Bargaining with respect to employees of the City of Fort Wayne,  
Indiana

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

*[Signature]*

BEN A. EISBART  
CHAIRMAN

\_\_\_\_\_

JANET G. BRADBURY  
VICE CHAIRWOMAN

*[Signature]*

\_\_\_\_\_

DONALD J. SCHMIDT

*[Signature]*

\_\_\_\_\_

THOMAS C. HENRY

*[Signature]*

\_\_\_\_\_

CHARLES B. REDD

*[Signature]*

CONCURRED IN 6-24-86

SAM TALARICO

*[Signature]*  
SANDRA E. KENNEDY  
CITY CLERK

*[Signature]*

MARK GIACU  
JIM STIER  
MIKE BURNS

*[Signature]*